

Mr. And Mrs. Jacob A. Sayler  
4414 Cardamon Ct.  
April 10, 1996

Federal Communications Commission  
ATTN: Office of the Secretary  
1919 M Street, N.W.  
Washington, D.C. 20554

Regarding IB Docket No. 95-59

To Whom It May Concern:

Enclosed please find formal comments we wish to file regarding IB Docket No. 95-59. We are filing an original and nine copies. We do wish for each Commissioner to receive personal copy of our comments.

Sincerely,

*Jacob A. Sayler*  
*Jenna K. Sayler*

Mr. And Mrs. Jacob A. Sayler

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Mr. And Mrs. Jacob A. Sayler  
4414 Cardamon Ct.  
April 11, 1996

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Regarding IB Docket No. 95-59

Dear Commissioners:

We are writing to urge inclusion of paragraph (f), regarding restrictive covenants which impair a viewers ability to receive video programming services over a satellite antenna less than one meter in diameter, as it has been purposed to section 25.104: Preemption of Local Zoning of Earth Stations.

We felt compelled to share our current circumstance with you as we believe it is a prime example of how restrictive covenants, encumbrances, and homeowner's association rules are being used to unreasonably ban DBS use. It effectively hampers the development of competitive DBS services and subjects homeowners to increased expense.

We do own an 18 inch diameter Direct Broadcast Satellite (DBS) dish which we purchased in July 1994. As a precaution we did contact a homeowners association board member and the chairman of the covenant committee to ask if placement of such dish would be subject to approval of the committee and to ensure placement would not be in violation of any restrictions. We were informed that the covenants did address the large satellite dishes which were the only ones available prior to the drafting of the covenants in 1989. Both persons denied the need for approval of the small dish siting that the purpose of the covenants was to uphold the visual integrity of our community and since the new smaller dishes were actually smaller than many other items found in our yards such as electrical boxes, heating and air conditioning units etc., and as long as they were installed with discretion ( i.e. not in the middle of the front yard ) it would not be of concern to the committee.

Only after having obtained this information we proceeded to purchase and install the small satellite dish. We feel we did use discretion in installing the dish as it is very minimally visible from the street, behind our air conditioning unit and positioned on the rear side of our house which faces the end of the cul-de-sac at ground level.

On March 13<sup>th</sup> of this year we did receive a letter form our homeowners association stating that a non-compliance was believed to exist on our lot and asking us to remove the satellite dish. We have included a copy of this letter for your review. Upon seeking the exact wording of the covenants we found the following clause:

"Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the development."

After having received the letter we did contact the present covenant committee chairman. We were informed that the committee defined exposed as "Visible form any aspect of one's own or

APRIL 11, 1996

someone else's property within the development". In addition, the covenants and development committee would not consider An Application For Approval of Outside Improvements if it is submitted regarding placement of an 18 inch DBS satellite dish no matter what the degree of visibility. We also were informed that the covenants can not be amended, even by vote of a majority of property owners for a number of years.

We were informed by the committee chairman that at least three additional small DBS dishes have been removed from our community and numerous inquiries to install the DBS dishes have been firmly denied. We believe this present interpretation of the covenant effectively creates an unreasonable ban of the smaller DBS satellite dishes within our community.

During our research of this matter we did contact the only cable provider allowed to provide service in this area. We found that cable basic service package would cost us 85% more per month than the basic service we presently receive via our Direct Broadcast Satellite Provider.

We have been advised that we have little recourse at the present time because prior state and federal laws have not pertained to restrictive covenants and homeowners association rules. According to our research and information provided by the SBCA our situation is not unique.

We feel that inclusion of paragraph (f) as it is purposed in the only way in which prohibit enforcement of unfair restrictions on small satellite dishes. Thank-you for your time and consideration in this matter.

Sincerely,

*Jacob A. Saylor*  
*Sandra K. Saylor*

Mr. And Mrs. Jacob A. Saylor

Date: March 9, 1996

M.F.P.O.A.  
Covenants Committee  
PO Box 17065  
Indianapolis, IN 46217

To the homeowner(s) residing at 4414 Cardamon Ct. in  
McFarland Farms development.

This letter is to inform you that a non-compliance to the covenants has been pointed out to exist on your lot. This non-compliance may be just a simple oversight on your part. The Covenants Committee of MFPOA is notifying you of this non-compliance with this initial notification letter.

We as a community know the whole of our neighborhood depends on our cooperation as neighbors to uphold our association covenants. This in part, combined with other factors help to enhance and ensure our continued success as a highly thought of community. Your compliance with the rules of the association help to keep your investment safe and contribute to the quality of life in your community.

#### Covenants Committee Mission Statement

The purpose of the Covenants Committee is to  
maintain the covenants as established by the MFPOA  
in order to ensure a quality community in which to  
live through cooperation and participation of all  
homeowners.

This is your first notification of a non-compliance. A copy of this letter will be forwarded to the association's secretary. If after 30 days the item(s) as described below are not corrected to the satisfaction of the MFPOA covenants, as interpreted by the MFPOA Covenants Committee, a second and final notice letter will follow. A final 30 day grace period as described in the second notice will be granted. Legal action may be pursued after the second grace period has expired.

Any comments or questions concerning the below violation(s) can be directed to the above address.

#### Item(s) of non-compliance requiring rectification

Please remove your Satellite Dish.  
Declaration of Restrictions:  
Page # 5, # 7 L.